

W. A. ANDREWS
Vice President

REGISTERED MAIL

Secretary of the Interstate
Commerce Commission
12th & Constitution Avenue N.W.
Room 1227
Washington, D.C. 20423

The First National Bank and Trust Company of Oklahoma City

CAPITAL STRUCTURE OVER ONE HUNDRED MILLION DOLLARS
ESTABLISHED 1889

March 2, 1979

10186

RECORDATION NO. 10188 Filed 1425

MAR 12 1979 9:30 AM
INTERSTATE
COMMERCE COMMISSION
RECEIVED

No. 9-068A093

Date MAR 12 1979

Fee \$50.00

ICC Washington, D. C.

MAR -7 1979

Dear Sir:

Please find enclosed three original executed counterparts of a Security Agreement between Walter S. Hammert, with his principal office at Suite 860, 50 Penn Place, Oklahoma City, Oklahoma 73118 and First National Bank and Trust Company of Oklahoma City, with its principal office at 120 North Robinson, Oklahoma City, Oklahoma 73125, and cashier's check no. 807131 in the amount of \$50.00 for payment of your recordation fee. We request that you record this document pursuant to § 1116 of Title 49 of the Code of Federal Regulations. Please note that the principal Debtor/Mortgagor is Walter S. Hammert and the Secured/Party/Mortgagee is First National Bank and Trust Company of Oklahoma City, and the equipment covered by the document consists of two (2) Class DOT 112J340W, 33,000 gallon general purpose tank cars, Registration Nos. LAMX 3427 and LAMX 3445.

When recorded, please return an original counterpart to the undersigned in care of First National Bank and Trust Company of Oklahoma City, P. O. Box 25189, Oklahoma City, Oklahoma 73125.

Sincerely,

W. A. Andrews
Vice President

WAA/FRY/sb
Encl.

ADMINISTRATIVE SERVICES

MAIL UNIT

RECEIVED
MAR 12 7 49 AM '79
I.C.C.
FEE OPERATION BR.



Interstate Commerce Commission
Washington, D.C. 20423

3/12/79

OFFICE OF THE SECRETARY

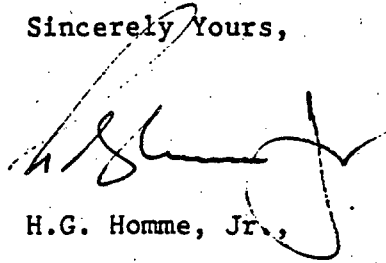
Mr. W.A. Andrew
Vice President
First National Bank Of Oklahoma
P.O. Box 25189
Oklahoma City, Oklahoma 73125

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **3/12/79** at **9:30am**, and assigned recordation number(s) **10186**

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

SECURITY AGREEMENT

(Vehicles, Equipment, Farm Equipment, Consumer Goods, Crops & Livestock)

Name(s) Walter S. Hammert

Address 860 Suite, 50 Penn Place

City & State Oklahoma City, Oklahoma 73118

Hereinafter Called "Debtor",
Whether One or More.

For valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a Security Interest pursuant to the Uniform Commercial Code (Okla.) in and to the following described property to:

THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY
120 N. ROBINSON, P. O. BOX 25189, OKLAHOMA CITY, OKLAHOMA 73125

Hereinafter Called "Bank"

INCLUDING ALL ACCESSIONS, ACCESSORIES, PARTS AND EQUIPMENT NOW OR HEREAFTER AFFIXED THERETO, AND ALL REPLACEMENTS, PRODUCTS AND PROCEEDS (WHICH TERM SHALL NOT BE CONSTRUED AS CONSENT BY BANK FOR SALE THEREOF), HEREINAFTER CALLED "GOODS", TO WIT:

Two (2) Class DOT 112J340W, 33,000 gallon nominal capacity railway tank cars, non-coiled and insulated, equipped with 100 ton roller bearing trucks and numbered LAMX 3427 and LAMX 3445.

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If crops or fixtures, the same are or will be grown on or affixed to following realty:

INTERSTATE COMMERCE COMMISSION

If livestock, the marks and brands described are holding marks and brands of Debtor and carry title although said livestock may have other marks and brands. As additional collateral, Debtor assigns, transfers and conveys to Bank a security interest in and to all feed, both hay and grain, owned by Debtor, all watering privileges, all wagons, horses, trucks, automobiles, camp outfits, saddle horses, all other equipment used in feeding and handling said livestock, and also Debtor's right, title and interest in all contracts and leases covering lands for pasture and grazing purposes.

DEBTOR COVENANTS, WARRANTS AND AGREES THAT:

Debtor's legal residence and principal place of business (if engaged in business as a principal) are:

LEGAL RESIDENCE

PRINCIPAL PLACE OF BUSINESS

[Enter "None" if applicable]

1616 Westminster Place

860 Suite, 50 Penn Place

Oklahoma City, Oklahoma, Oklahoma
(City) (County) (State)

Oklahoma City, Oklahoma, Oklahoma
(City) (County) (State)

Said Goods are not now in possession of Debtor, and are or when acquired by Debtor will be located at
(are) (are not)

N/A in County,

State of

Said Goods are to be used by Debtor primarily in or for business
(business) (personal, family or household use) (farming operations)

Said Goods are not affixed or to be affixed to realty; if so, that the same are or will be affixed to the realty hereinabove
(are) (are not)
so identified.

Said Goods, or some thereof, will be acquired with the proceeds of one or more loans secured hereby.
(will) (will not)

THIS SECURITY INTEREST IS GIVEN TO SECURE THE PAYMENT OF: indebtedness in the principal amount of

EIGHTY EIGHT THOUSAND AND NO/100 (\$ 88,000.00)

as evidenced by promissory note(s) executed by the Debtor or by the Debtor and others and payable to the order of the Bank at such times and with such interest as are therein provided; all costs and expenses incurred in the collection thereof, including reasonable attorney fees, and in enforcing the Bank's rights hereunder; all extensions, renewals, substitutions and changes in form of the said note(s); all advances made by the Bank to protect the security hereof, including advances made for or on account of levies, insurance, repairs, taxes and for maintenance or recovery of the goods; any and all other indebtedness, liabilities and obligations of the Debtor (or any of them) to the Bank, whether now existing or hereafter arising, including all future loans and advances to the Debtor (or any of them); interest on any and all moneys expended or advanced by the Bank hereunder or pursuant hereto; and for performance of the covenants and agreements herein set forth and incorporated.

It is expressly stipulated by the parties that the security interest granted herein to secure the note or notes specifically named above is a first and prior security interest on the property herein described, and that securing all other indebtedness now or hereafter owing by Debtor to Bank is subordinate thereto.

The rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns. All covenants, representations, warranties, agreements and undertakings herein set forth and incorporated are joint and several if Debtor is more than one party and shall bind the heirs, executors, administrators, successors and assigns of the Debtor(s). If any provision hereof shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

X Walter S. Hammert
Walter S. Hammert

Dated: February 27, 19 79

THE FIRST NATIONAL BANK & TRUST COMPANY
of Oklahoma City, Oklahoma

DEBTOR(S)

By W. A. Anderson
Secured Party

Without the prior written consent of the Bank, the Debtor will not sell, exchange, lease or in any manner dispose of the Goods or any interest therein nor permit any lien, encumbrance or security interest to attach thereto except that created hereby. Without the prior written consent of the Bank, the Debtor will not remove the Goods nor suffer the same to be removed from the County and State shown on the front hereof. Debtor will promptly notify the Bank of any change of the residence of the Debtor and of any change in the location of the Goods, whether such change occur with or without the Bank's consent. Debtor will permit the Bank to inspect the Goods at any time;

Debtor will insure the goods with companies acceptable to Bank against such casualties and in such amounts as Bank shall require; all insurance policies shall be written for the benefit of Debtor and Bank as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Bank. If Debtor fails to pay the premiums on any such insurance, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby; however, Bank is under no obligation or has no duty to pay such premiums. Debtor hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amount so due. Bank is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder (including any cost of collection, attorney's fees or other costs actually incurred in connection herewith) shall be paid to Debtor; Bank may cancel any insurance on Goods, or any part thereof, after repossession.

Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the Security Interest created by his agreement; Bank is hereby appointed Debtor's attorney-in-fact to do, at Bank's option and at Debtor's expense, all acts and things which Bank may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the Goods;

STATE OF OKLAHOMA,)
County of CANADIAN) ss.

WITNESS my hand and official seal, the day and year above set forth.

above set forth.

Harry Louise Wiley
Notary Public